

ATTACHMENT TO  
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TAKE EQUITABLE NOTICE

**From:**

Hamzat, Elecktra (Grantor)  
ELECKTRA HAMZAT, (Debtor Account) 578-19-8213  
1100 Wythe Street #25082  
Alexandria, VA 22314  
Hereinafter collectively referred to as "Claimant"/Grantor

**To:**

T- MOBILE USA, INC. OFFICER  
PETER OSVALDIK, CFO  
12920 SE 38TH STREET  
BELLEVUE, WA 98006 - 1350  
Hereinafter collectively referred to as RESPONDENT, you, "T - MOBILE USA, INC. and CFO"

**RE:** Debtor account # 578-19-8213

05/23/2023

**NOTICE OF COUNTERCLAIM  
DEMAND FOR VALIDATION AND PROOF OF CLAIM**

To: T - MOBILE USA, INC. PETER OSVALDIK

T - MOBILE Account No. 964686967

This letter is being sent to you in response to Notice of Delinquency, unsigned letter dated February 15, 2023 and March 20, 2023 **COUNTERCLAIM NOTICE**, letter received by Grantor/ Claimant LivingWoman from God, from your offices. Be advised that your claim is disputed and validation and proof of claim of the disputed debt is requested in accordance with the **Fair Debt Collection Practices Act, 15 USC § 1692 and as amended by adding the following new Title 8 USC § 802 et seq.**, and the **Fair Credit Billing Act, 15 USC. § 1666 et seq.** All of which work in conjunction with each other, including the **Truth In Lending Act (TILA) 15 USC 1601 et seq.** It is not now, nor has it ever been, my intention to avoid paying any obligation that is lawfully owed by the Claimant. In order to make arrangements to pay an obligation which may be lawfully owed, please document and verify the "debt" by complying, in good faith, with this request for validation and return it to me, within thirty (30) days of receipt of this letter.

A request for **VALIDATION and PROOF OF CLAIM** made pursuant to the above Person Ens Legis Titles and Sections. I respectfully request that your offices provide Claimant with competent evidence as per the attached "Affidavit of Facts," that I have any legal obligation to pay federal reserve notes to you the unsubstantiated alleged debt. Furthermore, you shall cease all verbal communication about any obligation of debt. No phone calls to the Claimant. Unsigned letters claiming an obligation owed.

- Violation of the Fair Credit Reporting Act
- Violation of the Fair Debt Collection Practices Act
- Defamation of Character
- Violation of United States Code **TITLE 18 PART 1 CHAPTER 63 § 1341 (Mail Fraud)**

This debt is considered to be invalid until I receive proper validation and your offices provides Claimant with proof of claim of the disputed debt. Your offices have (30) days to produce the required documentation in accordance with FTC guidelines. During this validation period and proof of claim, if any action is taken which could be considered detrimental to any of Claimant credit reports, said action will be considered a "dishonor" and cause the self-executing contract portion of this notice to be implemented. This includes any listing to any information to a credit reporting repository that could be inaccurate or invalidated.

If your offices fail to respond to this validation and proof of claim request within 30 days from the date of your receipt, I will deem it as agreeing and acquiescence and action must be justified in federal claims court, all references to this account must be zeroed out every month and beneficial interest be paid to beneficiary. As well as all funds held in an escrow account be sent to grantor that is presumed abandoned.

**Title 8 USC § 809. Validation of debts [15 USC 1692g]**

(b) If the consumer notifies the debt collector in writing within thirty days, described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Also promissory note with my signature not under duress.

**BLACK'S LAW DICTIONARY:**

**VERIFICATION.** Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition.

**Counter Claim with Self - executing Contract**

If Respondent, such as by commission, omission, and otherwise:

- (a) Fails to provide VALIDATION and PROOF OF CLAIM within thirty (30) days;
- (b) Makes a false representation of the character of the herein above-referenced alleged debt;
- (c) Makes a false representation of the legal status of the herein above-referenced alleged debt;
- (d) Makes any threat of action that cannot legally be taken, in violation of any applicable law, such as, the law codified at the *Fair Debt Collection Practices Act*,

will be construed to be Respondent's tacit acceptance of the terms and condition stated herein. In which case RESPONDENT agrees to:

- (e) Voluntarily report this account to all credit bureaus as "paid as agreed;" and,
- (f) Voluntarily waive all claims against Claimant, their Agent or Heirs with prejudice; and,
- (g) The matter regarding the alleged debt is finally and totally settled; and,
- (h) Voluntarily admits the Claimant is the depositor for this account, that Respondent risked none of their assets at any time regarding this account and that they failed to disclose these material facts to Claimant; and,
- (i) Voluntarily report the date of last activity on this account is the date of this notice.

Furthermore, RESPONDENT'S failure to "Cease and Desist" in accordance with the requirements of the FDCPA and other related law, and/or satisfy the above "terms and conditions," constitutes RESPONDENT'S "Breach of Duty" and voluntary agreement to compensate Claimant, by certified mail, with a cashier's check within thirty (30) days of the date of billing by Claimant, their Agent or Heirs, in the following amounts:

- I) One Thousand Dollars (\$1,000.00) for each communication made to Grantor or their Agent or Heirs, whether telephonically or in writing, which is not in affidavit form, by a person who has first hand knowledge, regarding Respondent's unsubstantiated claim; and,
- II) Fifty Thousand Dollars (\$50,000.00) for each transaction initiated by Claimant where Claimant's commercial ability is impeded due to you, your agents' or assigns adverse credit reporting; and,
- III) Five Thousand Dollars (\$5,000.00) for each court appearance Grantor, their Agent or Heirs makes in response to Respondent's unsubstantiated claims; and,
- IV) RESPONDENT owes Grantor the balance equal to the purported credit limit on this account, plus interest and fees, for money lent dated back from beginning of contract and,
- V) Three times the alleged claim amount of thirty thousand seven dollars and fifty- six cents (\$10,002.56) which equals (\$30,007.71); and,
- VI) Five Thousand Dollars (\$5,000.00) per occurrence, for listing or reporting any information to a credit reporting repository which could be considered detrimental to Claimant's credit history; and,
- VII) Punitive damages in the amount of (\$60,000,000.00) pursuant section 29 FRA - Civil Money Penalty; and
- VIII) Debt Collector tacitly agrees that Debt Collector will compensate Respondent for all costs, fees and expenses incurred in defending against this and any and all continued collection attempts (by anyone) re the above-referenced

RESPONDENT also agrees to:

1. Voluntarily authorize Claimant to record a UCC-1 on RESPONDENT as debtor to secure the debt owed Claimant; and,
2. Voluntarily prove their claim as a RESPONDENT in possession of Claimant property in a involuntary bankruptcy proceeding process; and,
3. Voluntarily compensate Claimant for ALL costs and attorneys/consultant fees; and,
4. Resolve ALL claims by Grantor, against Respondent, et al, exclusively and finally through binding arbitration, if necessary, to enforce the above terms, conditions, fees, penalties and damages. Arbitration replaces the right to go to court except to confirm an arbitration award. The arbitration organization that is selected will apply its code or procedure in effect at the time the arbitration is filed, subject to this agreement. The arbitration will be conducted before a single arbitrator. The arbitrator's authority is limited solely to the Claims between Claimant and Respondent alone. The arbitration will not be consolidated with any other arbitration proceeding. If Grantor prevails in the arbitration of any Claim against Respondent, Respondent will reimburse Claimant for any fees Claimant paid to the arbitration organization in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. This arbitration provision applies to all Claims now in existence or that may arise in the future. The arbitration provision shall survive any voluntary payment of Claimant's claim against Respondent, in full, or any bankruptcy by Respondent.

This is a private communication and is intended to affect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision on this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

**"Equality under the Law is PARAMOUNT and MANDATORY by Law"**

**NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT  
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL**

Applicable to all successors and assigns  
*Silence is Acquiescence/Agreement/Dishonor*

Executed on this 25th day of May, 2023 by, Hamzat Elecktra  
Hamzat, Elecktra, (Grantor) Beneficial Holder for  
ELECKTRA HAMZAT Ens Legis.

.This is Notice that I do not recognize the Respondent from which the Claimant has received a NOTICE OF DELINQUENCY generated debt collection attempt, and I must necessarily dispute part, or all, of the alleged debt until the following is received...

**CREDITOR/DEBT COLLECTOR DECLARATION and PROOF OF CLAIM**

Please provide all of the following information and submit the appropriate forms and paperwork back to me along with an Affidavit signed In Accordance with 28 U.S.C. § 1746 within 30 days from the date of your receipt of this request for validation and proof of claim.

1. Alleged Name and Address of Creditor
2. Name on File of Alleged Debtor:
3. Alleged Account #:
4. Amount of alleged debt:
5. Date that this alleged debt became/becomes payable:
6. Date of original charge off or delinquency:
7. Amount paid if debt was purchased:

8. Please attach a copy of any signed agreement alleged debtor/claimant has made with debt collector, or other verifiable proof that debtor/claimant has a contractual obligation to pay debt collector.
9. Furnish a copy of the **original promissory note**/agreement redacting my social security number to prevent identity theft and state that your client named above is the holder in due course of the note agreement and will **produce the original for my own and a judge's inspection** should there be a trial to contest these matters.
10. Produce the account and general ledger statement showing the **full accounting** of the alleged obligation that you are now attempting to collect. Such as; **FR 2046 balance sheet (OMB #'s 2046, 2049, 2099), 1099 OID report, S-3/A registration statement, 424-B5 prospectus, RC-S & RC-B call schedules**
11. Identify by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt.
  
12. Verified specifically, **name(s)** of person(s) assigned as Trustee to handle Corporations affairs and to be held accountable for the actions of the Corporation. Such as CFO and subordinates responsible for debt collections.
13. Verify as a third party debt collector, you have not purchased evidence of the alleged debt and are proceeding with collection activity in the name of the original maker of the note.
14. Verify you know and understand that certain clauses in a contract of adhesion, such as a so-called forum selection clause, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.
15. Provide verification from the stated creditor that you are authorized to act for them.
16. Verify that you know and understand that contacting me again after receipt of this notice without providing procedurally proper validation of the debt constitutes the use of interstate communications in a scheme of fraud by advancing a writing, which you know is false with the intention that others rely on the written communication to their detriment a violation of United States Code **TITLE 18 PART 1 CHAPTER 63 § 1341**.

Disputing the Debt,

Dated this 23 day of May, 2023.

By: Hamzat Elecktra  
 Hamzat, Elecktra (**Share Holder**) Grantor  
 (expressly all rights reserved),  
 Real Party in Interest, Living breathing Woman of God.

State of Virginia )  
                     ) ss.:  
County of Alexandria City )

Subscribed and Affirmed and having been duly sworn under the law of the United States of America at Alexandria City, Virginia before me ELECKTRA M. HAMZAT, a Notary Public for the said county and state as above noted, do hereby state that the living woman, Hamzat, Elecktra Grantor personally appeared before me and signed the foregoing Proof of Claim. Witness my hand and official seal this 23 day of MAY, 2023.

  
\_\_\_\_\_  
Notary Public Signature

09/28/2026  
\_\_\_\_\_  
My Commission Expires



[SEAL]